

Purchase Order

Arcata Associates Inc. - UNITEs
PO Box 5150
Huntsville, AL 35814

Purchase Order Number: C 142364

Mod: 0

Show our Purchase Order No. on all invoices, shipping, papers, containers, and correspondence.

Vendor: COLO PROPERTIES ATLANTA, LLC (THE TELX GROUP, INC) 56 MARIETTA STREET ATLANTA, GA 30303 Attn: BOB COWLES		Ship To: ARCATA ASSOCIATES, INC BUILDING 4631 RM B103 Ranger Road MSFC, AL 35812	
Vendor Code: 8637	Date: 16-DEC-2008	Ship Via: VENDOR CHOIC	Allot. No. Rating Certified under DMS. Regulation No. 1 DO-C9
Direct Inquiries to: Buyer: ED SMITH 256-961-9308		F.O.B.: DESTINATION	
		Terms: NET 30	Contract No. NNM04AA02C
Delivery Schedule: When equipment is to be delivered under this order, it should be delivered to the "Ship To" address above no later than: 01-OCT-2008			
Description			
<p>For a complete list of the Supplies/Services to be provided under this order - See the Continuation sheets</p> <p>This Purchase Order is Exempt from Alabama Sales/Use Taxes pursuant to Regulation A, Permit Number: 21901.</p> <p>"The Seller is responsible for the delivery of each item quantity within allowable variations, if any. If the Seller delivers and Arcata receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity), such excess quantities will be treated as being delivered for the convenience of the Seller. Arcata may retain such excess quantities up to _____ in value without compensating the Seller therefor, and the Seller waives all rights, title or interests therein. Quantities in excess of _____ will, at the option of Arcata, either be returned at the Seller's expense or be retained and paid for by SAIC at the contract unit price."</p> <p>Three copies of the packing list shall be included in each shipment. Two copies inside and one copy on the outside of container number one (1). Submit bills of lading or other pertinent documentation to support freight cost in excess of \$ _____. Immediately prior to shipment Seller shall notify Buyer of all shipping information and estimated time of arrival.</p> <p>ARCATA GENERAL PROVISIONS PART I and GOVERNMENT PROVISIONS FAR CLAUSES PART II, are made a part hereof and incorporated by reference." No partial deliveries accepted unless agreed to in writing between the Buyer and Seller.</p> <p>THIS ORDER IS PLACED PURSUANT TO NASA PRIME CONTRACT NUMBER: NNM04AA02C.</p> <p>This is a DO-C9 rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR 700)</p>			
Your order is hereby acknowledged and accepted Shipment will be made in accordance with above schedule		Mail all Invoices Direct to (in duplicate)	
12/16/08 Date of Acceptance		Arcata Associates Inc. - UNITEs P.O. BOX 5150 Huntsville, AL 35814 Attention: Accounts Payable 256-544-8703	
The Telx Group, Inc. Vendor's Name		BY <u>Kenneth B. Arflack</u> KENNETH ARFLACK	
<u>_____ Accredited Signing Party and Title</u>		Original	

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		Quantity	Unit	Unit Price	Extended Price
Item: 1	Desc: CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK, "ATTACHMENT A". INCLUDES FIVE (5) HOURS OF SUSTAINING ENGINEERING SUPPORT PER MONTH PLUS SEVEN (7) CROSS CONNECTIONS.				
Model No	RECURRING				
Part No:			12	MO	
POP Beg:	01-OCT-2008	POP End:	30-SEP-2009		
Warranty Months:					
Item: 2	Desc: CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK, "ATTACHMENT A". FOR THE INCLUSION OF ROOF ACCESS FOR GPS ANTENNA MONTHLY RECURRING COSTING.				
Model No	RECURRING				
Part No:			12	MO	
POP Beg:	01-OCT-2008	POP End:	30-SEP-2009		
Warranty Months:					
Item: 3	Desc: OPTION YEAR ONE (1), CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK, "ATTACHMENT A". INCLUDES FIVE (5) HOURS OF SUSTAINING ENGINEERING SUPPORT PER MONTH PLUS SEVEN (7) CROSS CONNECTIONS. MONTHLY RECURRING COSTING OF PER MONTH				
Model No	RECURRING				
Part No:			0	MO	
POP Beg:	01-OCT-2009	POP End:	30-SEP-2010		
Warranty Months:					
Item: 4	Desc: OPTION YEAR ONE (1) CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK, "ATTACHMENT A". FOR THE INCLUSION OF ROOF ACCESS FOR GPS ANTENNA MONTHLY RECURRING COSTING. MONTHLY RECURRING COST OF PER MONTH.				
Model No	RECURRING				
Part No:			0	MO	
POP Beg:	01-OCT-2009	POP End:	30-SEP-2010		
Warranty Months:					
Item: 5	Desc: OPTION YEAR TWO (2), CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK, "ATTACHMENT A". INCLUDES FIVE (5) HOURS OF SUSTAINING ENGINEERING SUPPORT PER MONTH PLUS SEVEN (7) CROSS CONNECTIONS. MONTHLY RECURRING COSTING OF PER MONTH				
Model No	RECURRING				
Part No:			0	MO	
POP Beg:	01-OCT-2010	POP End:	30-SEP-2011		
Warranty Months:					

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Item: 6 Desc: OPTION YEAR TWO (2) CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT
THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK,
"ATTACHMENT A". FOR THE INCLUSION OF ROOF ACCESS FOR GPS ANTENNA MONTHLY
RECURRING COSTING. MONTHLY RECURRING COST OF PER MONTH.

Model No RECURRING

Part No:

0 MO

POP Beg: 01-OCT-2010 POP End: 30-SEP-2011

Warranty Months:

Item: 7 Desc: OPTION YEAR THREE (3), CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT
THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK,
"ATTACHMENT A". INCLUDES FIVE (5) HOURS OF SUSTAINING ENGINEERING SUPPORT PER
MONTH PLUS SEVEN (7) CROSS CONNECTIONS. MONTHLY RECURRING COSTING OF
PER MONTH

Model No RECURRING

Part No:

0 MO

POP Beg: 01-OCT-2011 POP End: 30-SEP-2012

Warranty Months:

Item: 8 Desc: OPTION YEAR THREE (3) CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT
THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK,
"ATTACHMENT A". FOR THE INCLUSION OF ROOF ACCESS FOR GPS ANTENNA MONTHLY
RECURRING COSTING. MONTHLY RECURRING COST OF PER MONTH.

Model No RECURRING

Part No:

0 MO

POP Beg: 01-OCT-2011 POP End: 30-SEP-2012

Warranty Months:

Item: 9 Desc: OPTION YEAR FOUR (4), CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT
THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK,
"ATTACHMENT A". INCLUDES FIVE (5) HOURS OF SUSTAINING ENGINEERING SUPPORT PER
MONTH PLUS SEVEN (7) CROSS CONNECTIONS. MONTHLY RECURRING COSTING OF
PER MONTH

Model No RECURRING

Part No:

0 MO

POP Beg: 01-OCT-2012 POP End: 30-SEP-2013

Warranty Months:

Item: 10 Desc: OPTION YEAR FOUR (4) CARRIER INDEPENDENT EXCHANGE FACILITY (CIEF) SERVICES AT
THE ATLANTA, GA IBX FACILITY IN ACCORDANCE TO THE STATEMENT OF WORK,
"ATTACHMENT A". FOR THE INCLUSION OF ROOF ACCESS FOR GPS ANTENNA MONTHLY
RECURRING COSTING. MONTHLY RECURRING COST OF PER MONTH.

Model No RECURRING

Part No:

0 MO

POP Beg: 01-OCT-2012 POP End: 30-SEP-2013

Warranty Months:

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Item: 11 Desc: OPTIONAL CROSS CONNECTS MONTHLY RECURRING FEE BETWEEN A COMMON CARRIER AND THE NASA EQUIPMENT COVERING THE ATLANTA GA FACILITY, TO BE MADE AVAILABLE DURING THE TERM OF THE ORDER (BASE AND FOUR (4) OPTION PERIODS) AT THE FIRM MONTHLY PRICE OF FIBER OR ETHERNET CONNECTION FOR BASE YEAR AND 5% ESCALATION EACH OPTION YEAR EXERCISED.

Model No RECURRING

Part No: 0 MO

POP Beg: 01-OCT-2008 POP End: 30-SEP-2013

Warranty Months:

Item: 12 Desc: OPTIONAL CROSS CONNECTS; ONE TIME NON-RECURRING FEE BETWEEN A COMMON CARRIER AND THE NASA EQUIPMENT COVERING THE ATLANTA GA FACILITY, TO BE MADE AVAILABLE DURING THE TERM OF THE ORDER (BASE AND FOUR (4) OPTION PERIODS) AT THE FIRM MONTHLY PRICE OF: FOR ETHERNET INSTALLATION, FOR BASE YEAR AND 5% ESCALATION EACH OPTION YEAR EXERCISED.

Model No NON-RECURRING

Part No: 0 EA

POP Beg: 01-OCT-2008 POP End: 30-SEP-2013

Warranty Months:

Item: 13 Desc: OPTIONAL CROSS CONNECTS; ONE TIME NON RECURRING FEE BETWEEN A COMMON CARRIER AND THE NASA EQUIPMENT COVERING THE ATLANTA GA FACILITY, TO BE MADE AVAILABLE DURING THE TERM OF THE ORDER (BASE AND FOUR (4) OPTION PERIODS) AT THE FIRM MONTHLY PRICE OF \$ FOR FIBER INSTALLATION FOR BASE YEAR AND 5% ESCALATION EACH OPTION YEAR EXERCISED.

Model No RECURRING

Part No: 0 EA

POP Beg: 01-OCT-2008 POP End: 30-SEP-2013

Warranty Months:

Item: 14 Desc: OPTIONAL TECHNICAL SUPPORT LABOR HOURS FOR THE ATLANTA, GA CIEF LOCATION, TO BE MADE AVAILABLE DURING THE TERM OF THE ORDER (BASE AND FOUR (4) OPTION PERIODS) . THIS IS IN ADDITION TO THE FIVE (5) HOURS OF SUSTAINING SERVICES PER MONTH INCLUDED IN THE CIEF MONTHLY CHARGE. FOR BASE YEAR AND 5% ESCALATION EACH OPTION YEAR EXERCISED.

Model No NON-RECURRING

Part No: 0 MO

POP Beg: 01-OCT-2008 POP End: 30-SEP-2013

Warranty Months:

Total PO Price:

All correspondence and remittances to:

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Special Instructions:

NOTE 1: THE PRICING LISTED ON THIS PURCHASE AGREEMENT IS BASED ON COLO- PROPERTIES RESPONSE TO ARCATA ASSOCIATES RFQ 089ARC53337. THE PRICING IS BASED ON OPEN MARKET PRICING; QUOTE DATE: EXP: 23 SEP 2008.

NOTE 2 ARCATA ASSOCIATES STATEMENT OF WORK ATTACHMENT "A", DATED:20 JUN 2008, IS HEREBY INCORPORATED INTO THIS CONTRACT BY ATTACHMENT AND MADE A MATERIAL PART HEREOF.

NOTE 3: SELLER HEREBY AGREES TO PERMIT ASSIGNMENT OF THE ORDER AND THE RIGHTS GRANTED THEREUNDER, TO NASA, MARSHALL SPACE FLIGHT CENTER, OR TO ANOTHER PARTY THAT MAY BE SELECTED BY NASA. ANY SUCH ASSIGNMENT WILL BE AT THE SOLE DISCRETION OF NASA.

NOTE 4: THE TOTAL VALUE OF THIS CONTRACT, WHICH INITIATES THE BASE YEAR WITH AND PERFORMANCE PERIOD OF: 10/01/08 THRU 09/30/09 IS